

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of this 19th day of April, 1994 by and between LWG Co., Inc., an Ohio corporation ("Seller") and Omni Industrial Properties, Inc., an Ohio corporation ("Purchaser"), WITNESSETH:

WHEREAS, Seller is the owner of property located at 9461 LeSaint Drive, Fairfield, OH 45014, and being known as Lot 9744, City of Fairfield, Butler County, Ohio (the "Property"); and

WHEREAS, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, it is agreed between parties as follows:

1. Sale and Purchase of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property for the purchase price and on the terms and conditions set forth herein.

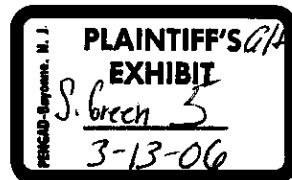
2. Purchase Price. The purchase price for the Property is \$631,500.00, to be paid in the manner set forth in paragraph 3.

3. Payment of Purchase Price. The Property is subject to a first mortgage lien to First National Bank of Warren County, Ohio with a balance due of approximately \$631,500.00, with the next payment due May 1, 1994. Purchaser agrees to assume and pay the mortgage indebtedness as due and to hold Seller harmless from all payments and obligations thereunder.

4. Title to Property. Seller represents and warrants to Purchaser that it is the owner of and has good and marketable title to the Property free and clear of all encumbrances except the mortgage referenced in paragraph 3 and all easements, conditions and restrictions of record and agrees to convey title by general warranty deed prior to May 1, 1994.

5. Assignment of Leases. Seller hereby agrees to assign to Purchaser all of Seller's interest as owner of the Property in leases to Fienblanking Limited and Strong Manufacturing.

6. Lease to Seller. Purchaser agrees to lease that part of the Property own occupied by Seller to Seller on the terms and conditions of a Lease Agreement to be executed between



the parties, the principal terms of which are set forth on Exhibit "A" attached hereto.

7. Damage. The risk of destruction or substantial damage by fire or other casualty prior to delivery of deed is assumed by Seller. In the event the improvements on the Property are destroyed or substantially damaged, Purchaser may elect to either cancel this Agreement or to purchase the Property, in which event Seller shall assign the insurance proceeds to Purchaser.

8. Purchaser's Inspection. Purchaser is relying solely on Purchaser's examination of the Property. Seller has made no representations or warranties as to the condition of the Property and improvements or compliance by the Seller or by any previous owner or any current or previous tenant with any federal, state or local environmental law, ordinance or regulation, and Purchaser agrees to accept the Property in an "as is" condition. Purchaser fully assumes all responsibility for the condition of the Property, including any existing defects and costs of environmental cleanup.

9. General Provisions. This Agreement shall be subject to the following provisions:

(a) This Agreement shall be governed by the laws of the State of Ohio.

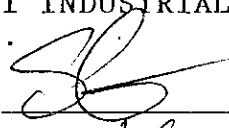
(b) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(c) This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing and signed by both parties.

LWG CO., INC.

By:  Daniel Green, President

OMNI INDUSTRIAL PROPERTIES,  
INC.

By:  Samuel Green, President